

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	
TERRI LYNN JONY <i>a/k/a</i> TERRI L. JONY <i>a/k/a</i> TERRI JONY Debtor.	Chapter 13 Hearing Date: October 12, 2023 Case No. 23-00130 MJC
AMOS FINANCIAL LLC Movant,	Docket No. 26
vs.	
TERRI LYNN JONY <i>a/k/a</i> TERRI L. JONY <i>a/k/a</i> TERRI JONY Respondent.	

STIPULATION IN SETTLEMENT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY AND FOR CO-DEBTOR STAY

It is hereby stipulated by and between Fein, Such, Kahn & Shepard, P.C., attorneys for Movant, Amos Financial, LLC, and Robert J Kidwell, III, Esq., attorney for Debtor, as follows:

1. The automatic stay as provided by Section 362 of the Bankruptcy Code relating to 2105 Sanctuary Drive, East Stroudsburg, PA 18302 *a/k/a* 4772 Coolbaugh Road, East Stroudsburg, PA 18301 (the "Premises") shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. The parties agree that the total post-petition arrearage consist of post-petition

mortgage payments for the months of June 22, 2023 through and including September 22, 2023 with each payment per month in the amount of \$955.70; plus Movant's Attorneys' fees and costs in connection with this application in the amount of \$1,238.00; for the total amount of due of \$5,058.00.

3. The arrears amount of \$5,058.00 will be paid in six (6) equal consecutive monthly payments of \$843.00 beginning November 1, 2023 and continuing on the first (1st) day of each month through April 1, 2024 and shall be sent directly to Amos Financial, LLC at 3330 Skokie Valley Rd., Suite 301, Highland Park, IL 60035.

4. Beginning October 22, 2023, Debtor shall commence payment of the regular monthly mortgage payment in the amount of \$955.70. All subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage.

5. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant shall send Debtor and Debtor's counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant's counsel shall file a Certification of Default with the Court and the Court shall enter an Order Granting Relief from the Automatic Stay waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

6. In the event Debtor converts case to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and Debtor's counsel a written Notice of Default of this

Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant's counsel shall file a Certification of Default with the Court and the Court shall enter an Order Granting Relief from the Automatic Stay waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

7. Debtor tendering of a check to Towne Mortgage Company, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.

8. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's attorney to the extent necessary to comply with applicable non-bankruptcy law.

9. This Stipulate survives any loan modification agreed to an executed during the instate bankruptcy. If any regular monthly mortgage payment due after the execution of a loan modification is more than fifteen (15) days late, Movant shall send Debtor and Debtor's counsel a written Notice of Default of this Stipulation.

10. The parties agree that an electronic signature of this Stipulation shall be considered an original signature. If the default is not cured within ten (10) days of the date of the Notice, Movant's counsel shall file a Certification of Default with the Court and the Court shall enter an Order Granting Relief from the Automatic Stay waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

IN WITNESS WHEREOF the parties hereto pray Your Honorable Court to enter an Order approving the Stipulation as concerns the Premises; and granting such other and further relief as the Court deems just.

CONSENTED AND AGREED TO BY:

/s/ Tammy L. Terrell Benozza Dated: 10/09/23
Attorneys for Movant
Tammy L. Terrell Benozza, Esq.
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/s/ Robert J Kidwell, III Dated: 10/09/23
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/s/ Douglas R. Roeder Dated: 10/10/23
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